

# General Sales, Delivery and Payment Terms

## 1. Scope and Applicability

These General Terms and Conditions shall hold for all legal transactions, unless written agreements to the contrary are agreed upon. By signing orders and agreements, the contractual partner shall acknowledge that these General Terms and Conditions apply. Offers and acceptances, as well as ancillary agreements and contractual revisions, must be in writing to be effective, and the lack of response shall not be deemed agreement. We shall not acknowledge conditions that are contrary to our Sales, Delivery and Payment Terms and they shall not represent the basis for concluding a contract.

## 2. Delivery and Shipment

The place of supply, both for our deliveries/supplies as well as their compensation, shall be the location where we have our registered office. The delivery of chemical products and operating materials shall take place in the appearance, workmanship and packaging that are customary in trade. In general, prices shall be calculated ex warehouse in Asten. The agreed upon delivery of goods shall take place at the buyer's expense and risk, without forwarding or cargo insurance. The quoted delivery times shall be complied with as well as possible, but shall not be binding. If a delivery period is exceeded, the customer shall set at least a six-week grace period which is appropriate for the reason for the delay. Damage claims due to delayed delivery shall be excluded, except in cases of intention or gross negligence.

## 3. Prices and Payment Terms

All prices shall be understood as ex warehouse in Asten and without VAT and shall not be binding. In the case of a substantial change in conditions that were decisive for pricing, we shall also be entitled to adjust prices to the new conditions.

If payment per bill of exchange or cheque is agreed upon, the contractual partner shall bear all bill of exchange and discount fees.

In case of delay, the contractual partner (customer) shall be obliged to compensate the creditor for resulting dunning and collection fees if they are necessary for adequate prosecution, and he shall also be obliged to pay at the most the remuneration of the collection agency contracted that arises in line with the regulation of the Federal Ministry for Economic Affairs and Employment (BMWA) regarding the maximum rates owed to collection agencies. If the creditor himself undertakes the dunning process, the debtor shall be obliged to pay an amount of 12.00 EUR per dunning letter. In case of late payment, late payment fees amounting to 11% p.a. shall be agreed upon.

## 4. Retention of Title

The goods we deliver shall remain our property until paid in full. The goods shall not be sold, pledged or provided as a security beforehand without our agreement. The seller shall be obliged to indicate the retention of title vis-à-vis third

## 6. Warranty and Compensation for Damages

Except for those cases where legislation foresees a right to redhibitory action, we shall reserve the right to fulfil warranty claims by rectification, exchange or price reduction, at our discretion.

The contractual partner shall always prove that the defects were already present at the time of delivery. The goods shall be examined immediately after delivery. Defects that are ascertained shall also be reported to us immediately, at the latest within 10 days of delivery, specifying the type and extent of the defects.

Hidden defects shall be reported immediately after being discovered. If defects are not reported or not reported in time, the goods shall be considered accepted. The assertion of warranty claims or claims for damages, including consequential damages caused by defects, as well as the right to voidability for mistake based on defects shall be excluded in these cases. The warranty period shall be 6 months for moveable objects and 1 year for immoveables as of the date of delivery/supply. Guarantee and warranty promises made by the manufacturer or other third parties shall not be enforceable vis-à-vis us. The special right of recourse in line with Art. 933b Austrian Civil Code (ABGB) shall be excluded.

We shall only be liable for damages if the customer proves our intention or gross negligence. Liability for slight negligence and compensation for consequential damages shall be excluded. Moreover, damage claims shall expire 6 months after realising the damages and originator. Cases of force majeure, even when they concern our supplier, shall entitle us to interrupt deliveries for the duration of the impediment or rescind the agreement, either fully or partially. The customer shall not be entitled in such cases to claim compensation for damages or replacement delivery. Events that can only be prevented by means of inappropriately high costs or economically unjustifiable means shall also be considered cases of force majeure.

## 7. Product Liability

A replacement obligation in line with the Product Liability Act (PHG) in its respectively valid version or a product liability obligation stemming from other regulations regarding property or consequential damages which a company incurs due to the faultiness of a product shall be excluded. The object of sale shall only offer the security that can be expected based on approval regulations, instruction manuals, regulations from the supplier regarding the handling of the delivery item (operating instructions), especially concerning the stipulated assessment and other directions in line with the current state of scientific and technical knowledge. Potential recourse claims made against us based on the "Product Liability" section in terms of the Product Liability Act (PHG) shall be excluded, unless it can be proved that the mistake was caused in our sphere of influence and at least gross negligence is given.

parties in an adequate manner.

The buyer shall hereby pledge his receivables stemming from a resale to us to secure compensation of the original sales price and we shall accept this pledge. The buyer shall immediately provide us with any documents and information necessary for asserting the claim upon being requested to do so. If the contractual partner does not properly fulfil his contractual obligations, we shall be entitled at any time to demand that the goods under retention of title be returned and to seize them from the buyer's custody on our own authority. In such a case, the buyer shall enjoy no protection of possession and give his approval for the seizure and removal in advance.

## **5. Default of Acceptance**

Should our contractual partner be in default of acceptance, we shall be entitled either to store the goods at our premises, for which we shall charge a storage fee amounting to 1,000.00 EUR per commenced calendar day and also insist on the contract being fulfilled, or to rescind the contract after setting an appropriate grace period and utilise the goods otherwise; in such a case, there shall also be a contractual penalty of 10%.

## **8. Offsetting**

The buyer shall not be entitled to offset our claims against claims that he asserts against us. Justified complaints shall not entitle the buyer to withhold the entire invoice amount, rather only an appropriate portion.

## **9. Contractual Penalty**

In the case of default, a contractual penalty, which shall not be considered a fine, shall be agreed upon. It shall amount to 10,000.00 EUR per commenced calendar day. Damages that exceed the contractual penalty shall also be compensated for.

## **10. Concluding Provisions**

Linz shall be the legal venue for disputes. Should individual parts of these General Terms and Conditions be or become ineffective or void, the remainder shall remain unaffected. The pertinent regulations shall be replaced by regulations that best fulfil the originally intended purpose. The obligatory regulations of the Consumer Protection Act (KSchG) shall not be affected by these General Terms and Conditions. The validity, interpretation and fulfilment of the General Terms and Conditions, as well as all legal relationships, shall only be subject to Austrian law. The court that has jurisdiction where our company has its registered office shall regulate any disputes that arise from this contract. We shall nevertheless have the right to file a suit with the general legal venue of the contractual partner.

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